

DOCKET NO. NNH-CV15-6054684-S : CONNECTICUT SUPERIOR COURT  
CRYSTAL HORROCKS, ET AL : JUDICIAL DISTRICT OF  
NEW HAVEN  
v. : AT NEW HAVEN  
KEEPERS, INC., ET AL : JANUARY 19, 2023

**MOTION FOR SUPPLEMENTAL AWARD  
OF POST-ARBITRATION ATTORNEYS' FEES**

Plaintiffs Crystal Horrocks, et al, move an order awarding them attorney's fees of \$41,661.50 for all work their counsel has performed since the entry of the arbitration award, including the confirmation of the arbitration award and successfully defending an appeal and denial of a petition for writ of certiorari.

Plaintiffs' counsel has already won an award of \$85,000 of attorneys' fees in arbitration, confirmed by the Superior Court and affirmed by the Appellate Court. Plaintiffs' undersigned herein files an affidavit of attorneys' fees showing all work amounting to the \$41,661.50 since the arbitration hearing concluded in January 2020. This Court has the discretion to determine the reasonableness of undersigned's time and make an award of post-arbitration attorneys' fees.

**I. Federal and State Law Mandate Attorney's Fees in Wage and Hour Litigation**

The arbitration agreement also (JIS 101.00, p12 of 52) allows for dancers, if they are the prevailing party in an FLSA or Connecticut Wage Act lawsuit, to collect attorney's fees. The Fair Labor Standards Act requires defendants to pay a successful plaintiff's reasonable attorney's fees and costs. 29 U.S.C § 216(b). Plaintiffs here have been successful in showing federal FLSA violations, and 29 U.S.C § 216(b) does not require a showing of willfulness for an award of

**NO ORAL ARGUMENT REQUESTED  
NO TESTIMONY REQUIRED**

attorneys' fees. "The court in such action shall, in addition to any judgment awarded to the plaintiff or plaintiffs, allow a reasonable attorney's fee to be paid by the defendant, and costs of the action." 29 U.S.C § 216(b).

Connecticut law also allows a plaintiff to recover costs of litigation and attorneys' fees. C.G.S.A. §31-72. In *Stevens v. Vito's by the Water, LLC*, 2017 Conn. Super. Lexis 4845, the court awarded \$31,445 in attorneys' fees without an appeal.

## **II. Plaintiffs' Are Entitled to A Supplemental Award of Attorney's Fees**

Plaintiffs have been mired in this litigation for eight solid years, doggedly and tenaciously battling wily defendants who have done everything under the sun to delay payment. The Court recently awarded 10 percent a year post-judgment interest award as reasonable. JIS 143.10, 11/14/2022.

The arbitration agreement in this case specifically states that "any and all controversies" shall be determined by binding arbitration. (JIS 101.00 p12 of 52) The Connecticut Superior Court has found language such as this allows the Court to determine awards of post-arbitration attorney's fees. "The issue of the award of attorneys fees for work performed to confirm that arbitration decision does not constitute a separate dispute for which additional arbitration proceedings are required." *Hadelman v. DeLuca*, No. CV970060279S, 2006 WL 1230263, at \*2 (Conn. Super. Ct. Apr. 19, 2006).

*Hadelman* held one dispute existed between the parties: the outcome of an election of franchisee representatives. Here, parties have one dispute: employee misclassification, which the arbitrator bifurcated into liability and damages. This Court can thus grant this motion to award

Plaintiffs attorney's fees for confirming the arbitration award and defending an appeal and winning a denial of a petition for writ of certiorari.

Connecticut courts routinely award attorney's fees for confirming arbitration awards and successfully defending motions to vacate arbitration awards under the Connecticut Unfair Trade Practices Act, 42-110 et seq. Consumer rights attorney Dan Blinn won five awards for supplemental attorneys' fees in 2016-2017, ranging from \$2,195 to \$6,500. See *A Better Way Wholesale Autos, Inc. v. Thibodeau*, No. CV176033891, 2017 WL 4399649, at \*3 (Conn. Super. Ct. Aug. 14, 2017). The Court should do the same here.

In other contexts, where a defendant's efforts to challenge the award are not undertaken frivolously, an award of attorneys' fees may not be appropriate. *MedValUSA Health Programs, Inc. v. MemberWorks, Inc.*, 109 Conn. App. 308, 315, 951 A.2d 26, 31 (2008). Starting with the FLSA and Connecticut Wage Act, this situation is not at all *MedVal*, where "the court reasonably could have determined that awarding the plaintiff for attorney's fees it incurred on appeal would not further the interest of justice, given that the plaintiff had been awarded punitive damages, costs and fees at arbitration and that the defendant had satisfied the judgment." *Id.* at 315–16. There is no satisfaction of judgment, and Plaintiff only won \$85,000 in fees up to the point of the end of the arbitration. This post-arbitration phase represents an additional layer of legal labor requiring payment under both labor laws.

### **III. The Defendants Here Have Acted in Bad Faith and Filed Frivolous Appeals**

Here, the Court can and should find Defendants designed the challenge to the arbitration award and subsequent appeals to delay and to frustrate collection. It is statutory and in the interests of justice to grants Plaintiffs' counsel the full award of \$41,661.50.

Defendants continually misrepresented the law and facts, and made arguments not supported by precedent. For example, after Plaintiffs sent out post-judgment interrogatories during the pendency of the appeal, as permitted by *All Seasons Services v. Guildner*, 89 Conn. App. 781 (2005), Defendants objected. JIS 138, 3/17/21. This forced Plaintiffs' counsel to draft an email to opposing counsel demanding a withdrawal this invalid motion. A true and correct copy of this email is attached as Exhibit 1 herein. Defendants withdrew the objection the next day. JIS 139.00, 3/18/21.

Plaintiffs expect Defendants to contest this motion for supplemental award of attorneys' fees with some argument like sections of the FLSA written in invisible ink exist to absolve special Defendants like mobsters from paying legal fees in cases they have thoroughly lost.

The Appellate Court noted the serious problems with Defendants' appeal, like raising an issue on appeal that defendants failed to raise with the trial court. *Horrocks et al v. Keepers, Inc., et al*, 275 Conn.App. 275, fn 2 (11/2/2022). Defendants' counsel, at oral argument, conceded another of his purported grounds for appeal was fruitless. *Id.*, fn 3. This is not just bad lawyering, it is bad faith litigating to file an appeal that cannot win. Plaintiffs' counsel had to exert time and effort to overcome an appeal that did not pass the laugh test, and the Court should meet this display of arrogance with a full award of post-arbitration attorneys' fees to Plaintiffs' counsel.

Plaintiffs repeat herein the argument made in their objection to the petition for the writ of certiorari: "[A]s they did at the Appellate Court, the defendants attempt to raise issues for the first time on appeal and to attack the credibility determinations made by the arbitrator. The frailty of the defendants' legal arguments reveal that they are attempts at delay dressed in the clothing of the Practice Book."

This is how Keeper's mastermind Gus Curcio does business, and Curcio has admitted to the Connecticut Superior Court he is the mastermind of Keepers, Inc. In a verified complaint filed in a withdrawn action, *ATMS Unlimited, et al v. Citizens Bank, N.A.*, FBT-CV-20-6099427-S, filed in August 2020 in the Connecticut Superior Court for the Judicial District of Fairfield, Mr. Curcio stated under oath that Keepers, Inc. was part of an empire of 40 or so businesses with interrelationships and overlaps of personnel and management and 63 bank accounts between them all at Citizens Bank. A true and correct copy of this verified complaint is attached as Exhibit 2 herein. Curcio sued Citizens Bank for his money back after an unnamed third party told Citizens Bank to shut down those 63 accounts.

Mr. Curcio has a long and sordid history in the Connecticut court system. In one case, where he and his son battled over real estate, the Connecticut Appellate Court held Curcio and his companies abused the corporate form to hide assets from debt collectors. "The documentary evidence and the testimony of the witnesses, however, when reviewed in their entirety, demonstrate that the parties were engaged in intrafamilial business dealings which involved loosely documented, or completely undocumented, corporate transactions, including real estate transfers, for reasons such as the protection of assets from potential creditors." *Success, Inc. v. Curcio*, 160 Conn. App. 153, 178, 124 A.3d 563, 580 (2015). This is exactly the morass creditors find themselves in.

Defendant Regensburger filed his bankruptcies solely to delay and deny creditors the opportunity to collect. He withdrew the first bankruptcy. Because he filed the second bankruptcy within a year, there is no automatic stay in his Chapter 7 petition, *in re Regensburger*, 20-50868 in the U.S. Bankruptcy Court for the District of Connecticut. The record in that case is so bad the

office of the United States Trustee filed a 35-count adversary proceeding (22-05033) in December 2022 seeking to deny Defendant Regensburger a discharge.<sup>1</sup>

Defendants' record in this case is atrocious. Yet to the core decision about attorneys' fees raised by this motion, Defendants' conduct is superfluous. Statute – the FLSA and the Connecticut Wage Act – authorize this Court to grant a supplemental award of attorney's fees to Plaintiffs. See *SBD Kitchens, LLC v. Jefferson*, 157 Conn. App. 731, 756, 118 A.3d 550, 564 (2015). Plaintiffs present these facts to the Court to show the claimed \$41,661.50 is neither outrageous nor unjustified, as this time has been essential to shepherd this lawsuit to this point.

#### **IV. Conclusion**

Plaintiffs' counsel deserves every penny \$41,661.50 as a supplement award of attorneys' fees for time after arbitration spent pursuing these claims.

CRYSTAL HORROCKS, ET AL  
THE PLAINTIFFS

BY \_\_\_\_\_/s/\_\_\_\_\_  
Their attorney  
Kenneth J. Krayske, Esq.  
Kenneth J. Krayske Law Offices  
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Hartford, Connecticut 06106  
(860) 969-4911  
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Juris # 437545  
[attorney@kenkrayske.com](mailto:attorney@kenkrayske.com)

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<sup>1</sup> Mr. Regensburger cannot even get his own facts to agree in this case and the Bankruptcy. A month before Attorney Bellis objected to the post-judgment interrogatories, Defendant Regensburger signed his name to a set in February 2021 as president of Connecticut Entertainment Business Association, Inc. claiming that corporation held no assets of Keepers, Inc. Yet in the Ch. 7 bankruptcy petition (20-50868) at the same time, Mr. Regensburger repeatedly failed to list his affiliation with the corporation, as required. This is one of the many reasons the U.S. Trustee seeks to deny Mr. Regensburger a discharge.

**CERTIFICATION**

I certify that a copy of this document was mailed or delivered electronically or non-electronically on January 19, 2023 to all attorneys and self-represented parties of record.

Stephen Bellis  
Pellegrino Law Firm  
475 Whitney Avenue  
New Haven, CT 06511

A.Paul Spinella, Esq.  
Spinella & Associates  
One Lewis Street  
Hartford CT 06103

\_\_\_\_\_/s/\_\_\_\_\_  
Kenneth J. Krayske, Esq.

# EXHIBIT 1



Re: Horrocks v. Keepers

**Subject:** Re: Horrocks v. Keepers  
**From:** "Kenneth J. Krayeske" <attorney@kenkrayeske.com>  
**Date:** 3/17/21, 4:02 PM  
**To:** Stephanie Pelkey <ssp@pellegrinolawfirm.com>, "A. Paul Spinella (attorneys@spinella-law.com)" <attorneys@spinella-law.com>, Stephen Bellis <srb@pellegrinolawfirm.com>

Steve -

Are you and I not reading the same case law? The letter I sent out to all the companies clearly identified the Appellate authority under which it is appropriate to issue Post-Judgment Interrogatories during the pendency of an appeal. All Seasons Services v. Guildner, 89 Conn. App. 781 (2005).

This is not a clear violation of the stay of execution, and if this objection is litigated and I win, I will move for my attorneys' fees. I tire of the games that organized crime is playing with my clients in this case.

So either indicate to the Court why All Seasons Services is inapplicable and file a brief to that extent or withdraw. Otherwise, this is just another delay tactic. Nor do you represent any of the companies or have an appearance on their behalf. And, these companies waived their right to object by filing, via certified mail, answers to the Post-Judgment Interrogatories.

Curcio also discussed his answers to the Post-Judgment Interrogatories in briefing before the Bankruptcy Court, and did not claim they were improper.

I'm really looking forward to seeing Judge Bellis pop into the oral arguments we have on this spurious objection to Post-Judgment Interrogatories and asking Judge Abrams for a copy of his screen background again.

Regards,  
KJK  
Kenneth J. Krayeske Law Offices  
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Hartford, CT 06106  
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On 3/17/21 3:38 PM, Stephanie Pelkey wrote:

Stephanie S. Pelkey,  
Paralegal  
**The Pellegrino Law Firm**  
A Professional Corporation  
475 Whitney Ave., New Haven, CT 06511  
Tel (203) 787-2225 Fax (203) 777-2096  
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\*\*\*\*\*IRS Notice\*\*\*\*\*

In compliance with regulations issued by the Internal Revenue Service, we inform you that any Federal tax advice contained in this communication, including any attachments, was not written

# EXHIBIT 2

RETURN DATE: SEPTEMBER 1, 2020 : SUPERIOR COURT  
ATM's UNLIMITED, INC., ET AL. : JUDICIAL DISTRICT OF FAIRFIELD  
VS. : AT BRIDGEPORT  
CITIZENS BANK, NATIONAL ASSOCIATION : AUGUST 18, 2020

VERIFIED COMPLAINT

1. ATM's Unlimited, Inc. is a Connecticut corporation having its principal office at 520B Success Avenue, Bridgeport, Connecticut. It operates and maintains automated teller machines ("ATMs") at a variety of business venues, including, but not limited to, convenience stores, grocery stores, restaurants, bars and adult entertainment establishments.
2. Plaintiff Majestic Management, LLC is a Connecticut limited liability company having its principal office at 520B Success Avenue, Bridgeport, Connecticut. It performs certain management functions for all of the Plaintiffs in this action.
3. Plaintiff 2399 Main Street, LLC is a Connecticut limited liability company having its principal office at 520B Success Avenue, Bridgeport, Connecticut. It operates a bar.
4. Plaintiff 890 Iranistan, LLC is a Connecticut limited liability company having its principal office at 990 Naugatuck Avenue, Milford, Connecticut. It operates a bar.
5. Plaintiff Angela's, Inc. is a Connecticut corporation having its principal office at 35 Light Street, Stratford, Connecticut. It operates bar.
6. Auto Sales & Service, Inc. is a Connecticut corporation having its principal office at 520B Success Avenue, Bridgeport, Connecticut. It operates a business buying and selling used cars.

7. Beautiful River, LLC is a Connecticut limited liability company having its principal office at 15 Justice Street, Stratford, Connecticut. It operates a business buying and selling second-hand goods.
8. Bishop Commons, LLC is a Connecticut limited liability company having its principal office at 520B Success Avenue, Bridgeport, Connecticut. It operates a real estate management business.
9. Calamity Jane, Inc. is a Connecticut corporation having its principal office at 15 Justice Street, Stratford, Connecticut. It operates a business buying and selling second-hand goods.
10. Check, LLC is a Connecticut limited liability company having its principal office at 990 Naugatuck Avenue, Milford, Connecticut. It operates a consulting business.
11. Cody, LLC is a Connecticut limited liability company having its principal office at 990 Naugatuck Avenue, Milford, Connecticut. It operates a security consultant business.
12. Comlink, Inc. is a Connecticut corporation having its principal office at 520B Success Avenue, Bridgeport, Connecticut. It operates a business management business.
13. Connecticut Entertainment Business Association, Inc. is a Connecticut corporation having its principal office at 520B Success Avenue, Bridgeport, Connecticut. It operates a business association.
14. Cummings Enterprises, Inc. is a Connecticut corporation having its principal office at 520B Success Avenue, Bridgeport, Connecticut. It operates a vending machine business.

15. Daniels Farm Estates, LLC is a Connecticut limited liability company having its principal office at 824 Saw Mill Road, West Haven, Connecticut. It operates a property management business.

16. Dragon Fly 7, LLC is a Connecticut limited liability company having its principal office at 520B Success Avenue, Bridgeport, Connecticut. It operates a management business.

17. East Coast Demolition, Inc. is a Connecticut limited liability company having its principal office at 175 Capital Boulevard, Rocky Hill, Connecticut. It operates a demolition business.

18. EJB Corporate Services, LLC is a Connecticut limited liability company having its principal office at 921 Valley Road, Fairfield, Connecticut. It operates a business management business.

19. Fairway Village, LLC is a Connecticut limited liability company having its principal office at 520B Success Avenue, Bridgeport, Connecticut. It operates a management business.

20. Global ATM, LLC is a Connecticut limited liability company having its principal office at 520B Success Avenue, Bridgeport, Connecticut. It operates and maintains ATMs at a variety of business venues, including, but not limited to, convenience stores, grocery stores, restaurants, bars and adult entertainment establishments.

21. Greenwood Estates, Inc. is a Connecticut corporation having its principal office at 965 Whippoorwill Lane, Stratford, Connecticut. It operates real estate development business.

22. Gus Curcio, Sr. is an individual who resides in Stratford, Connecticut.
23. IP Media Products, LLC is a Connecticut limited liability company having its principal office at 520B Success Avenue, Bridgeport, Connecticut. It operates a telemedia business and a bar.
24. Ivory Tower, LLC is a Connecticut limited liability company having its principal office at 990 Naugatuck Avenue, Milford, Connecticut. It operates property management business.
25. Jack Dempsey's, Inc. is a Connecticut corporation having its principal office at 520B Success Avenue, Bridgeport, Connecticut. It operates a restaurant and bar.
26. JADIS, LLC is a Connecticut limited liability company having its principal office at 175 Capital Boulevard, Rocky Hill, Connecticut. It operates a real estate development business.
27. Joe's Bar & Grill, LLC is a Connecticut limited liability company having its principal office at 10 Laura Lane, New Haven, Connecticut. It operates a restaurant and bar.
28. Julia Kish, a/k/a Julia Kish Curcio, is an individual who resides in Stratford, Connecticut.
29. Julia Ridge Business Management, Inc. is a Connecticut corporation having its principal office at 520B Success Avenue, Bridgeport, Connecticut. It operates a management business.
30. Keeper's, Inc. is a Connecticut corporation having its principal office at 520B Success Avenue, Bridgeport, Connecticut. It operates an adult entertainment venue and pool hall in Milford, Connecticut.

31. Magilla, LLC is a Connecticut limited liability company having its principal office at 520B Success Avenue, Bridgeport, Connecticut. It operates a real estate development business.
32. Main Street Business Management, Inc. is a Connecticut corporation having its principal office at 175 Capital Boulevard, Rocky Hill, Connecticut. It operates a management business.
33. Rag 1, LLC is a Florida limited liability company having its principal office at 30132 Tavares Ridge Boulevard, Tavares, Florida. It operates a management business.
34. RC PM, Inc. is a Connecticut corporation having its principal office at 824 Sawmill Road, West Haven, Connecticut. It operates a bar.
35. Red Eye, LLC is a Connecticut limited liability company having its principal office at 824 Sawmill Road, West Haven, Connecticut. It operates real estate rental business.
36. Red Rose, Inc. is a Connecticut corporation having its principal office at 35 Light Street, Stratford, Connecticut. It operates a café and bar.
37. Richard Urban is an individual residing in Stratford, Connecticut.
38. Roadside, Inc. is a Connecticut corporation having its principal office at 520B Success Avenue, Bridgeport, Connecticut. It operates a restaurant and bar.
39. Rogalis, LLC is a Florida limited liability company having its principal office at 30132 Tavares Ridge Boulevard, Tavares, Florida. It operates a management business.
40. Rolling Thunder II, LLC is a Connecticut limited liability company having its principal office at 824 Saw Mill Road, West Haven, Connecticut. It operates real estate business.

41. Sibai Enterprises, LLC is a Connecticut limited liability company having its principal office at 18 Abbott Street, Bridgeport, Connecticut. It operates management business.
42. SRKing2, LLC is a Connecticut limited liability company having its principal office at 18 Grove Street, Derby, Connecticut. It operates a consulting business.
43. Starter Homes, Inc. is a Connecticut corporation having its principal office at 520B Success Avenue, Bridgeport, Connecticut. It operates new home construction business.
44. Tricia Bucci is an individual who resides in Stratford, Connecticut.
45. Unique Processing, LLC is a Connecticut limited liability company having its principal office at 520B Success Avenue, Bridgeport, Connecticut. It operates credit card processing business.
46. Unique Way, Inc. is a Connecticut corporation having its principal office at 520B Success Avenue, Bridgeport, Connecticut. It operates rental business.
47. Urban Girls, Inc. is a Connecticut corporation having its principal office at 520B Success Avenue, Bridgeport, Connecticut. It operates a bar and nightclub.
48. Citizens Bank, National Association (the "Defendant"), is a federally chartered national banking association, regulated by the Office of the Comptroller of the Currency, having its principal office at One Citizens Plaza, Providence, Rhode Island. It maintains a branch at 123 Cherry Street, Milford, Connecticut (the "Branch") where the Plaintiffs maintain their deposit accounts.



49. The Plaintiffs, whose ownership and management personnel have interrelationships and overlaps, maintain 63 deposit accounts at the Branch with average aggregate deposits in the hundreds of thousands of dollars.

50. On August 11, 2020, without notice to the Plaintiffs, the Defendant suddenly and wrongfully closed all of their accounts and zeroed out the balances of all of their accounts.

51. Upon closing the accounts, the Defendant caused all funds on deposit in the accounts to be unavailable to the Plaintiffs or to any payees of checks issued by the Plaintiffs from their accounts, causing total disruption of the businesses of the Plaintiffs.

52. On or about August 13, 2020, the Defendant restored the funds to the Plaintiffs' accounts, but refused to allow the Plaintiffs access to those funds, refusing and continuing to refuse to provide any explanation to the Plaintiffs for its conduct.

53. The manager of the branch in Milford, Connecticut, Patrick Sullivan, refuses to speak with the Plaintiffs or their counsel regarding the closure of the accounts, the reasons for the closure or the disposition of the funds on deposit in the accounts, or even to provide an email address to which the Plaintiffs may transmit letters authorizing him to speak with their counsel.

54. Both the branch manager and the call center for the Defendant are unwilling to provide the Plaintiffs or their counsel with a name, telephone number or email address of anyone in the Defendant's legal department with whom the Plaintiffs may communicate regarding the closure of the accounts and the unavailability of the funds in those accounts. While they have provided the name and telephone number (but not the

position of authority, if any) of a person in the "Office of the Chairman" to contact by the name of Christine Legon, the Defendant continues to fail to respond to numerous voicemail messages left and emails sent daily to the Defendant through that person.

55. In light of the refusal of the Defendant to communicate with the Plaintiffs and their counsel and its refusal to explain its conduct, the Plaintiffs can only speculate as to the reasons for the accounts being closed by the Defendant, which may be an unlawful anti-competitive reason arising out of the fact that several of the Plaintiffs operate ATMs which compete with the Defendant's ATMs and the ATMS of other, perhaps preferred, customers of the Defendant, or perhaps the Defendant is uncomfortable that some ATMs are located in adult entertainment establishments, even though these facts have been known to the Defendant since the Plaintiffs began doing business with the Defendant approximately five years ago. The Plaintiffs speculate that their accounts may have been sabotaged by insiders at the Defendant.

56. The Defendant's closing of the Plaintiffs accounts and withholding their funds from them exacerbates the already dire circumstances under which the Plaintiffs have been operating since mid-March 2020 due to the COVID-19 pandemic and its effects on the economy generally, and could not have come at a worse time for the Plaintiffs.

57. Without the ability to use their accounts and without access the funds in their accounts, numerous checks already issued by the Plaintiffs have been returned or are about to be returned unpaid for insufficient funds, the Plaintiffs have been suddenly and without notice rendered incapable of operating their businesses, cannot pay their employees, cannot pay their vendors, cannot satisfy their other financial obligations,

and cannot replenish the cash in their ATMs, effectively putting them out of business, causing the Defendants irreparable harm.

58. As the Plaintiffs face the loss of their businesses due to the actions of the Defendant, the Plaintiffs have no adequate remedy at law.

59. The balancing of the equities in the situation described herein favors the granting of injunctive relief to the Plaintiffs to prevent the Defendant from causing irreparable harm to the Plaintiffs.

60. The continuing refusal of the Defendant to communicate with the Plaintiffs, including the continuing refusal even to reveal the name and contact information of anyone in its legal department with whom to address the matters raised in this complaint, compels the Plaintiffs to seek immediate temporary injunctive relief ex parte.

61. The Plaintiffs are likely to prevail on the merits given the arbitrary and unjustified actions of the Defendant in closing the accounts and withholding the Plaintiffs' funds from them.

62. Weighing the irreparable harm faced by the Plaintiffs against the Defendant's wrongful freezing of the accounts, and the Defendant's lack of entitlement to the funds of the Plaintiffs which they have frozen, the balance of equities tips decidedly in favor of the Plaintiffs. Accordingly, the Defendant ought to be temporarily and permanently enjoined from closing the Plaintiffs' accounts and freezing the funds on deposit in those accounts, and ought to be mandatorily enjoined to reopen the accounts and provide the Plaintiffs with immediate access to their funds.

WHEREFORE, the Plaintiffs claim:

1. a temporary and permanent injunction prohibiting and restraining the Defendant from closing the Plaintiffs' accounts and withholding the funds in those accounts from the Plaintiffs;
2. a mandatory temporary and permanent injunction requiring the Defendant to provide the Plaintiffs with immediate access to their funds, by way of honoring checks drawn on the accounts, permitting the Plaintiffs to withdraw funds from the accounts or issuing the account holders bank checks in the amounts of the full balances in each account so that they may open accounts at other banking institutions;
3. the costs of this action;
4. such other and further relief to which the Plaintiffs may be entitled at law or in equity.

The Plaintiffs, ATM's UNLIMITED, INC.,  
ET AL.

By: /s/ 305638  
Jonathan J. Klein  
Juris Number 305638  
Parlatore Law Group, LLP  
60 Lyon Terrace  
Bridgeport, Connecticut 06604  
(203) 330-1900  
Their Attorney


RETURN DATE: SEPTEMBER 1, 2020 : SUPERIOR COURT  
ATM's UNLIMITED, INC., ET AL. : JUDICIAL DISTRICT OF FAIRFIELD  
VS. : AT BRIDGEPORT  
CITIZENS BANK, NATIONAL ASSOCIATION : AUGUST 18, 2020

OATH

STATE OF CONNECTICUT )  
 ) ss.: Bridgeport August 18, 2020  
COUNTY OF FAIRFIELD )

Gus Curcio, Sr., having been duly sworn, deposes and says:

1. I am a member of Bishop Commons, LLC, Fairway Village, LLC, Global ATM, LLC, Magilla, LLC, Majestic Management, LLC, Red Eye, LLC, Unique Processing, LLC, and the President of Comlink, Inc., Cummings Enterprises, Inc., Main Street Business Management, Inc., RC PM, Inc., Starter Homes, Inc., and Unique Way, Inc., all of which are Plaintiffs in the above-captioned action. I am also involved with and thoroughly familiar with the day-to-day operations of all of the other limited liability companies and corporations which are Plaintiffs in the above-captioned action. I am the husband of Plaintiff Julia Kish Curcio and a business associate of Plaintiffs Tricia Bucci, Richard Urban and the late Robin Cummings.
2. I am over the age of 18 years and believe in the obligation of an oath.
3. I am involved with and thoroughly familiar with the banking relationship between the Plaintiffs and Defendant Citizens Bank, National Association.
4. I have read the above Verified Complaint and to the best of my knowledge, belief and recollection, the factual allegations contained therein are true and accurate.

  
Gus Curcio, Sr.

Subscribed and sworn to before me this 18th day of August, 2020.

  
Notary Public  
My commission expires: \_\_\_\_\_

